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**DAMAGES — MITIGATION OF DAMAGES — BENEFITS RECEIVED FROM THIRD PERSON.** — A landlord broke his covenant to renew a lease on a certain date. The land was taken by eminent domain, but the tenant was allowed by the city which took it to remain for some time thereafter. He was finally evicted and sued for the breach of covenant. *Held*, that in computing the damages the period during which the plaintiff had occupied as tenant of the city should not be excluded. *Neiderstein v. Cusick*, 126 N. Y. App. Div. 409.

It is a general rule that the fact that the plaintiff has been compensated by a third person, wholly independently of the defendant, is not admissible in mitigation of damages. It has been held, however, in actions to recover for loss of time and medical expenses, that if the plaintiff's wages were not stopped and he was cared for in a free hospital, the damages should be proportionately reduced. *Drinkwater v. Dinsmore*, 80 N. Y. 390; *Duke v. Mo. Pac. Ry.*, 99 Mo. 347. But the weight of authority is against these decisions. *Pennsylvania Co. v. Marion*, 104 Ind. 239; *Nashville, etc., Ry. v. Miller*, 120 Ga. 453. And in an action by a lessor for the lessee's breach of a covenant to repair, evidence that the next tenant put the premises in good condition is not admissible in mitigation of damages. *Appleton v. Marx*, 191 N. Y. 81. The rule seems to be opposed to the principle that damages are imposed only to indemnify the plaintiff for the actual loss he has suffered, not to punish the defendant for the wrong he has done. It can be justified only on grounds of expediency.

**EASEMENTS — IMPLIED GRANT AND RESERVATION — LIGHT AND AIR.** — A owned two adjacent lots, one vacant, the other occupied by a building. He conveyed the latter to B, and later conveyed the former to C. *Held*, that on the conveyance to B there arose by implied grant an easement of light and air over the vacant lot. *Fowler v. Wick*, 70 Atl. 682 (N. J., Ct. Ch.).

Whether a grant of an easement of light and air will be implied is a controverted question in this country. The principal case follows the well-settled English rule that such implication will be made from the grant of a house having windows overlooking land retained by the grantor. *Palmer v. Fletcher*, 1 Lev. 122. See *Allen v. Taylor*, 16 Ch. D. 355. In some states in this country the doctrine has been entirely repudiated, no such easement being allowed unless by express grant. *Keats v. Hugo*, 115 Mass. 204. Other states make the implication only on the strictest necessity. *Robinson v. Clapp*, 65 Conn. 365. Still others apply a less rigorous rule of necessity. See *Turner v. Thompson*, 58 Ga. 268. With the exception of Maryland, New Jersey seems to be the only jurisdiction where the English rule is fully recognized. *Janes v. Jenkins*, 34 Md. 1.

**ESTOPPEL — ESTOPPEL BY DEED — EFFECT OF JUDGMENT LIEN.** — A debtor against whom there existed a valid judgment lien gave a warranty deed of land which he expected to inherit. The land subsequently descended to him. *Held*, that the grantee in the conveyance takes the property subject to the judgment lien. *Bliss v. Brown*, 96 Pac. 945 (Kan.). See NOTES, p. 136.

**EXECUTORS AND ADMINISTRATORS — RIGHTS, POWERS, AND DUTIES — RIGHT OF SET-OFF AGAINST LEGATEES OR HEIRS.** — The defendant was a beneficiary under the will of A and the residuary legatee under that of B. A debt due from B to A was barred by the Statute of Limitations. The trustees of A's estate took out a summons to determine the question of the defendant's liability to the estate. *Held*, that the defendant must bring into account the amount of the debt, as against his share of the testator's estate. *In re Bruce*, 98 L. T. R. 834 (Eng., Ch. D., April 2, 1908).

It is settled in England that if a beneficiary is indebted to the estate, but the debt is barred by the Statute, the executor can retain the amount of the debt, on the theory that the beneficiary already holds part of the assets to which he is entitled. *In re Akerman*, [1891] 3 Ch. 212. This doctrine is questionable, but the principal case goes much further; for here the beneficiary owed nothing to the estate. He had never received any of the assets to which he was entitled, and therefore the application of the rule breaks down. A prior English case expressly recognizes this necessity for a debt; for it was held that a loan from the